

PREPARED BY AND RETURN TO:
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11/04/10 2:52:26
OK W BK 646 PG 213
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

DECLARATION OF ACCESS EASEMENT

THIS DECLARATION is entered into this 24th day of October, 2010, by and Lakeview Holdings, LLC, a Mississippi limited liability company ("Grantor"), and William Bruce Prewett and Anita Suzanne Prewett ("Prewett") and Ensley Bottoms Farms, LLC, a Mississippi limited liability company ("EBF").

WHEREAS, Grantor is the sole owner of certain real estate located in DeSoto County, Mississippi, which is more particularly described in Exhibit "A" which is incorporated herein by this reference ("Grantor's Property"); and

WHEREAS, Prewett has entered into a purchase and sale agreement with Grantor to purchase a parcel of land that is adjacent to the Grantor's Property, which parcel is more particularly described as Exhibit "B" which is incorporated herein by this reference ("Prewett Property"); and

WHEREAS, EBF has entered into a purchase and sale agreement with Grantor to purchase a parcel of land that is adjacent to the Grantor's Property, which parcel is more particularly described in Exhibit "C" which is incorporated herein by this reference ("EBF Property"); and

WHEREAS, Belz Investco G.P. previously conveyed an easement to Grantor across the a tract of land more particularly described in Exhibit "D" which is incorporated herein by this reference ("Belz Easement"). Said easement being recorded in Book, 645, Page, 429, in the Chancery Court Clerk's Office for DeSoto County, Mississippi; and

WHEREAS, Grantor desires to declare and establish a non-exclusive, perpetual easement for ingress and egress over, upon and across portions of Grantor's Property and the Belz Easement, such portions upon which such easements are to be located being more particularly described in Exhibit "E" (Grantor's Easement") and Exhibit "D" attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the amount of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, Prewett and EBF hereby agree as follows:

1. **Incorporation of Recitals.** All the foregoing Recitals and Exhibits referenced therein are hereby expressly incorporated into the operative portion of this Declaration.

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2. **Declaration of Access Easement.** Grantor does hereby declare and establish a perpetual and non-exclusive easement for ingress and egress for the use and benefit of present and future owners and occupants of the Prewett Property and the EBF Property, their respective successors and assigns, and the tenants and invitees of any of them, over, upon and across the Grantor's Easement depicted on Exhibit "E" and the Belz Easement depicted on Exhibit "D" (both collectively referred to sometimes as the "Access Easement").

3. **Repairs and Maintenance.** Grantor, Prewett and EBF acknowledge and agree that the responsibility for the repair, maintenance and upkeep of the Access Easement, consisting of the Grantor's Easement and the Belz Easement, shall be shared by the parties. In the event of any litigation arising from a party's failure to pay its share of the cost and expense of the maintenance, repair and upkeep of the Access Easement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including, but not limited to, reasonable attorneys fees, and all other related expenses incurred in such litigation.

4. **Future Modifications.** Nothing contained herein shall prohibit the Grantor from conveying the Grantor's Easement to DeSoto County or an applicable city or municipality having jurisdiction for use as a public roadway. Further, in the event that the Grantor's Easement is donated to DeSoto County or an applicable city or municipality, Prewett and EBF agree that they shall not object to such donation and shall donate its rights to said easement if such donation is accepted.

5. **Indemnification.** Grantor, Prewett, and EBF shall each (herein an "Indemnifying Party") indemnify, defend, save and hold harmless from and against all claims, loss, expenses (including, but not limited to, attorneys' fees, court costs and other costs of defense), penalties, causes of action or damages of any kind or character arising out of the willful act, omission, fault or neglect of the Indemnifying Party, its agents, servants or contractors in, on, or about the Access Easement.

6. **Amendments.** This Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the Grantor and Grantee.

7. **Successors.** All of the terms, covenants, conditions, and obligations set forth in this Access Easement shall inure to the benefit of and bind the Grantor, Prewett, and EBF, and their respective personal representatives, heirs, successors, transferees, and assigns, and shall continue as a servitude running in perpetuity with the Grantor's Property, the Prewett Property and the EBF Property.

8. **Severability.** If any provision or specific application of this Access Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Access Easement shall remain in valid and binding.

9. **Governing Law.** This Access Easement shall be governed by and construed under the laws of the State of Mississippi.

IN WITNESS WHEREOF, this Grant has been executed this 25th day of October, 2010, at _____, Tennessee.

GRANTOR:
LAKEVIEW HOLDINGS, LLC

By: [Signature]
Title: Chief Manager



GRANTEE:

ENSLEY BOTTOMS FARMS, LLC

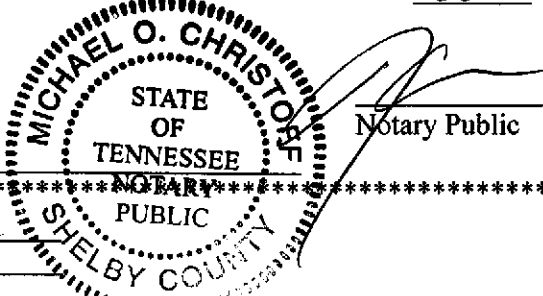
By: [Signature]
Title: MANAGER
William Bruce Prewett
William Bruce Prewett

[Redacted Signature]

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, at Memphis, duly commissioned and qualified, Robert M. Turner, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged him/herself to be the Chief Manager of Lakeview Holdings, LLC, the aboved named bargainer, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal at office this 25 day of October, 2010.



My Commission Expires: _____

STATE OF Tennessee
COUNTY OF Shelby

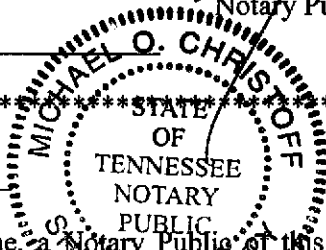
Personally appeared before me, the undersigned, a Notary Public within and for said State and County, at Memphis, duly commissioned and qualified, Charles E. Kell, with whom I am personally acquainted, and who, upon oath, acknowledged him/herself to be the Manager of Ensley Bottoms Farms, LLC, the aboved named bargainer, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal at office this 25 day of October, 2010.

My Commission Expires: _____

Notary Public

STATE OF Mississippi
COUNTY OF DeSoto



Personally appeared before me, a Notary Public of this county, **William Bruce Prewett**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purpose therein contained.

My Comm. Exp. 2-29-2012

WITNESS my hand and notarial seal at office this 2 day of November, 2010.

My Commission Expires: _____

Notary Public



Ann Lunceford

STATE _____
COUNTY _____

Personally appeared before me, a Notary Public of this county, _____ the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purpose therein contained.

WITNESS my hand and notarial seal at office this _____ day of _____, 2010.

Notary Public

My Commission Expires: _____

EXHIBIT A

BEING A DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15 AND THE NORTHEAST QUARTER OF SECTION 22, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF SAID SECTION 15, TOWNSHIP 1, RANGE 9 WEST; THENCE N87°33'28"W ALONG THE SOUTH LINE OF SAID SECTION 15 A DISTANCE OF 608.27 FEET TO THE POINT OF BEGINNING; THENCE S35°55'00"W A DISTANCE OF 1345.57 FEET TO A POINT ON THE CENTERLINE OF A PRIVATE ROAD; THENCE ALONG THE CENTERLINE OF SAID PRIVATE ROAD ALONG A 238.98 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 133.42 FEET (CHORD S35°31'41"E 131.69 FEET) TO THE POINT OF TANGENCY; THENCE S19°07'20"E AND CONTINUING ALONG THE OF SAID PRIVATE ROAD A DISTANCE OF 446.10 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 61 (AS WIDENED - RIGHT-OF-WAY VARIES); THENCE ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 61 THE FOLLOWING CALLS AND DISTANCES:

S78°25'14"W - 26.94 FEET TO A POINT;
 S10°25'21"E - 240.00 FEET TO A FOUND R.O.W. MONUMENT;
 S29°08'39"W - 101.08 FEET TO A FOUND R.O.W. MONUMENT;
 S38°05'35"W - 299.69 FEET TO A FOUND R.O.W. MONUMENT;
 S41°25'17"W - 501.11 FEET TO A FOUND R.O.W. MONUMENT;
 S40°47'20"W - 821.03 FEET TO A FOUND R.O.W. MONUMENT;
 S31°41'35"W - 60.34 FEET TO A FOUND R.O.W. MONUMENT;
 S20°23'09"W - 44.94 FEET TO A POINT,

SAID POINT LIES ON THE NORTH LINE OF THE BOARD OF LEVEE COMMISSIONERS FOR THE YAZOO-MISSISSIPPI DELTA PROPERTY AS RECORDED IN BOOK 4009, PAGE 288; THENCE ALONG THE NORTH LINE OF THE SAID LEVEE BOARD PROPERTY THE FOLLOWING CALLS AND DISTANCES:

N7°24'15"E - 230.00 FEET TO A POINT;
 N74°50'45"W - 660.00 FEET TO A POINT;
 N15°09'15"E - 250.00 FEET TO A POINT;
 N74°50'45"W - 375.68 FEET TO A POINT,

SAID POINT LIES ON THE EAST RIGHT-OF-WAY LINE FOR THE ILLINOIS CENTRAL RAILROAD; THENCE N19°45'07"E ALONG THE EAST LINE OF THE SAID ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY A DISTANCE OF 959.67 FEET TO A POINT; THENCE N68°19'13"E A DISTANCE OF 270.00 FEET TO A POINT; THENCE N23°21'08"E DISTANCE OF 294.00 FEET TO A POINT; THENCE N66°38'52"W DISTANCE OF 205.65' FEET TO A POINT, SAID POINT BEING 25 FEET SOUTHEAST OF AND PARALLEL THE CENTERLINE OF TRACK; THENCE N30°53'21"E ALONG SAID LINE THAT IS 25 FEET SOUTHEAST OF AND PARALLEL TO THE CENTERLINE OF TRACK A DISTANCE OF 444.92 FEET TO A POINT; THENCE S59°06'39"E A

DISTANCE OF 75.00 FEET TO A POINT, SAID POINT BEING 100.00 FEET SOUTHEAST OF AND PARALLEL TO THE CENTERLINE OF SAID TRACK; THENCE N30°53'21"E ALONG THE EAST RIGHT-OF-WAY LINE OF THE SAID ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 100.00 FEET SOUTHEAST OF AND PARALLEL TO THE CENTERLINE OF SAID TRACK A DISTANCE OF 996.02 TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY ALONG A 5787.35 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 524.34 FEET (CHORD N28°17'38"E 524.16 FEET) TO A POINT; THENCE LEAVING SAID RAILROAD RIGHT-OF-WAY ON A BEARING OF S87°33'28"E A DISTANCE OF 1354.72 FEET TO A POINT; THENCE S35°55'00"W A DISTANCE OF 520.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,720,834 SQUARE FEET, OR 108.371 ACRES.

EXHIBIT B

BEING A DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15 AND THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF SAID SECTION 15, TOWNSHIP 1, RANGE 9 WEST; THENCE N87°33'28"W ALONG THE SOUTH LINE OF SAID SECTION 15 A DISTANCE OF 608.27 FEET TO THE POINT OF BEGINNING; THENCE S35°55'00"W A DISTANCE OF 930.00 FEET TO A SET IRON PIN; THENCE N54°05'00"W A DISTANCE OF 100.00 FEET TO A SET IRON PIN; THENCE N84°35'28"W A DISTANCE OF 417.86 FEET TO A SET IRON PIN AT THE POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 881.55 FEET, AN ARC LENGTH OF 796.70 FEET (CHORD S69°31'06"W – 769.86 FEET) TO A SET IRON PIN; THENCE S16°31'22"W A DISTANCE OF 45.59 FEET TO A SET P.K. NAIL ON THE CENTERLINE OF A PRIVATE ROAD; THENCE N84°29'03"W ALONG THE CENTERLINE OF SAID PRIVATE ROAD A DISTANCE OF 104.23 FEET TO A SET P.K. NAIL ON A LINE THAT IS 100.00 FEET SOUTHEAST OF AND PARALLEL TO THE EASTERN MOST TRACK OF THE ILLINOIS CENTRAL RAILROAD; THENCE N30°53'21"E ALONG SAID LINE BEING 100.00 FEET SOUTHEAST OF AND PARALLEL TO THE CENTERLINE OF SAID TRACK A DISTANCE OF 1137.24 TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY ALONG A 5787.35 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 524.34 FEET (CHORD N28°17'38"E 524.16 FEET) TO A SET IRON PIN; THENCE LEAVING SAID RAILROAD RIGHT-OF-WAY ON A BEARING OF S87°33'28"E A DISTANCE OF 1354.72 FEET TO A SET IRON PIN; THENCE S35°55'00"W A DISTANCE OF 520.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,511,117 SQUARE FEET, OR 34.690 ACRES.

EXHIBIT C

BEING A DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 1, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF SAID SECTION 15, TOWNSHIP 1, RANGE 9 WEST; THENCE N2°13'24"E ALONG THE EAST LINE OF SAID SECTION 15 A DISTANCE OF 453.52 FEET TO A POINT ON THE NORTHWEST LINE OF THE DALE WILSON PROPERTY AS RECORDED IN BOOK 280, PAGE 59, SAID POINT BEING THE POINT OF BEGINNING; THENCE S38°01'48"W ALONG THE NORTHWEST LINE OF THE SAID DALE WILSON PROPERTY A DISTANCE OF 201.22 FEET TO A POINT; THENCE LEAVING THE NORTHWEST LINE OF THE SAID DALE WILSON PROPERTY ON A BEARING OF N52°03'53"W A DISTANCE OF 248.52 FEET TO A POINT; THENCE S35°55'00"W A DISTANCE OF 520.51 FEET TO A POINT THENCE N87°33'28"W A DISTANCE OF 1354.72 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE ALONG A CURVE THAT IS 100 FEET EAST OF AND PARALLEL TO THE CENTERLINE OF THE RAIL ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5787.35 FEET, AN ARC LENGTH OF 524.34 FEET (CHORD N28°17'38"E - 524.16 FEET) TO A POINT ON THE STATE LINE BETWEEN THE STATE OF MISSISSIPPI AND THE STATE OF TENNESSEE; THENCE S87°33'28"E ALONG SAID STATE LINE A DISTANCE OF 1410.04 FEET TO A FOUND AXLE AT THE INTERSECTION OF THE SAID STATE LINE WITH THE EAST LINE OF SAID SECTION 15; THENCE S02°13'24"W ALONG THE EAST LINE OF SAID SECTION 15 A DISTANCE OF 724.96 FEET THE POINT OF BEGINNING AND CONTAINING 1,162,651 SQUARE FEET OR 26.691 ACRES MORE OR LESS.

BEING A DESCRIPTION OF AN ACCESS EASEMENT ACROSS OUT PARCEL 1 OF THE PROPERTY RETAINED BY BELZ ENTERPRISES, LYING IN THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 1, RANGE 9 WEST AND BEING MORE PARTICULARLY *Quarter* DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF THE SOUTHBOUND LANES OF U.S. HIGHWAY 61 WITH THE CENTERLINE OF A PRIVATE ROAD; THENCE N19°07'20"W ALONG THE CENTERLINE OF SAID PRIVATE ROAD A DISTANCE OF 296.69 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 61, SAID POINT BEING THE POINT OF BEGINNING; THENCE N19°07'20"W AND CONTINUING ALONG THE CENTERLINE OF SAID PRIVATE ROAD A DISTANCE OF 446.10 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG CENTERLINE OF SAID PRIVATE ROAD ALONG A 233.13 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 133.51 FEET (CHORD N35°31'41"W 131.69 FEET) TO A POINT IN THE NORTHWESTERLY LINE OF SAID OUT PARCEL 1; THENCE N35°55'00"E ALONG THE NORTHWEST LINE OF SAID OUT PARCEL 1 A DISTANCE OF 30.03 FEET TO A POINT; THENCE ALONG A 268.98 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 151.79 FEET (CHORD S35°38'29"E 149.78 FEET) TO A POINT; THENCE S19°28'31"E ALONG A DISTANCE OF 450.38 FEET TO A FOUND RIGHT-OF-WAY MONUMENT ON THE NORTHWEST LINE OF SAID U.S. HIGHWAY 61; THENCE S78°25'14"W ALONG THE NORTHWEST LINE OF SAID U.S. HIGHWAY 61 A DISTANCE OF 33.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 18,323 SQUARE FEET, OR 0.421 ACRES.

EXHIBIT E

BEING A DESCRIPTION OF AN ACCESS ^{Quarter}EASEMENT ACROSS THE LAKEVIEW HOLDINGS PROPERTY LYING IN THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 1, RANGE 9 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF THE SOUTHBOUND LANES OF U.S. HIGHWAY 61 WITH THE CENTERLINE OF A PRIVATE ROAD: THENCE N19°07'20"W ALONG THE CENTERLINE OF SAID PRIVATE ROAD A DISTANCE OF 296.69 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 61, SAID POINT BEING THE POINT OF BEGINNING; THENCE S78°25'14"W ALONG THE NORTHWEST LINE OF SAID U.S. HIGHWAY 61 A DISTANCE OF 26.94 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE N19°32'56"W A DISTANCE OF 442.41 FEET TO A POINT OF CURVATURE; THENCE ALONG A 208.98 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 198.00 FEET (CHORD N46°41'27"W 190.68 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 1402.40 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 447.80 FEET (CHORD N82°58'49"W 445.90 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 2310.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 308.17 FEET (CHORD N88°18'22"W 307.94 FEET) TO A POINT OF TANGENCY; THENCE N84°29'03"W A DISTANCE OF 268.54 FEET TO A POINT; THENCE N30°53'21"E A DISTANCE OF 66.41 FEET TO A POINT; THENCE S84°29'03"E A DISTANCE OF 240.08 FEET TO A POINT OF CURVATURE; THENCE ALONG A 2250.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 300.17 FEET (CHORD S88°18'22"E 299.95 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 1462.40 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 466.95 FEET (CHORD S82°58'49"E 464.97 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 268.98 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 103.40 FEET (CHORD S62°49'13"E 102.77 FEET) TO A POINT ON THE NORTHWEST LINE OF THE OUT PARCEL 1 RETAINED BY BELZ ENTERPRISES; THENCE S35°55'00"W ALONG THE NORTHWEST LINE OF SAID OUT PARCEL 1 A DISTANCE OF 30.03 FEET TO A POINT IN THE CENTERLINE OF SAID PRIVATE ROAD; THENCE ALONG THE CENTERLINE OF SAID PRIVATE ROAD ALONG A 238.98 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 133.42 FEET (CHORD S35°31'41"E 131.69 FEET) TO A POINT; THENCE S19°07'20"E AND CONTINUING ALONG THE CENTERLINE OF SAID PRIVATE ROAD A DISTANCE OF 446.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 82.858 SQUARE FEET, OR 1.902 ACRES.